EXHIBIT A.3

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

Bedrock COMPUTER TECHNOLOGIES LLC,	§ § §	
Plaintiff,	§ §	**CASE NO. 6:09-cv-269-LED**
v.	§ §	**Jury Trial Demanded**
SOFTLAYER TECHNOLOGIES, INC., et al.	§ §	
Defendants.	§ § §	

PLAINTIFF'S RESPONSES TO MATCH.COM LLC'S
FIRST SET OF INTERROGATORIES (1-6)

Pursuant to Rule 33 of the Federal Rules of Civil Procedure, Plaintiff Bedrock Computer

Technologies LLC ("Bedrock") provides the following objections and responses to defendant

Match.com LLC's ("Match.com") First Set of Interrogatories to Plaintiff (Nos. 1-6).

PRELIMINARY STATEMENT

1.   Bedrock incorporates by reference each and every general objection set forth

below into each specific response. The failure to include any general objection in any specific

response shall not be interpreted as a waiver of any general objection to that response.

2.   By responding to Match.com's interrogatories, Bedrock does not waive any

objection that may be applicable to: (a) the use, for any purpose, by Match.com of any

information or documents given in response to Match.com's interrogatories; or (b) the

admissibility, relevance, or materiality of any of the information or documents to any issue in

this case.

3.   No incidental or implied admissions are intended by the responses herein. The fact that Bedrock has answered or objected to any interrogatory should not be taken as an admission that Bedrock accepts or admits the existence of any "fact" set forth or assumed by such interrogatory.

4.   Bedrock's responses to Match.com's interrogatories are made to the best of Bedrock's present knowledge, information, and belief. Bedrock reserves the right to supplement and amend these responses should future investigation indicate that such supplementation or amendment is necessary. Bedrock reserves the right to make any use of, or introduce at any hearing or trial, information or documents that are responsive to Match.com's interrogatories, but discovered subsequent to Bedrock's service of these responses, including, but not limited to, any information or documents obtained in discovery herein.

GENERAL OBJECTIONS

1.   Bedrock objects to each interrogatory to the extent that it seeks information already in Match.com's possession, a matter of public record, or otherwise equally available to any Defendant.

2.   Bedrock objects to each interrogatory to the extent that it seeks the identification of "all," "every," "any," and "each" entity, person, or document that refers to a particular subject. Bedrock will comply with the Federal Rules and the Local Rules and will use reasonable diligence to identify responsive persons or documents.

3.   Bedrock's responses herein, and its disclosure of information pursuant to these responses, do not in any way constitute an adoption of Match.com's purported definitions of words and/or phrases contained in Match.com's interrogatories. Bedrock objects to these definitions to the extent that they: (a) are unclear, vague, overly broad, or unduly burdensome;

(b) are inconsistent with the ordinary and customary meaning of the words or phrases they purport to define; (c) include assertions of purported fact that are inaccurate or at the very least disputed by the parties to this action; and/or (d) incorporate other purported definitions that suffer from such defects.

4.   Bedrock objects to each and every interrogatory to the extent that it purports, through Match.com's definitions, instructions to the extent that they are inconsistent with, or not authorized by, the Federal Rules of Civil Procedure, the Local Rules of the Eastern District of Texas, or the Court's Patent Rules and discovery orders.

5.   Bedrock objects to the extent that the interrogatories call for information protected by the attorney-client privilege, the attorney work product doctrine or any other applicable doctrine, privilege or immunity. Any disclosure of privileged information is inadvertent and should be deemed to have no legal effect or consequence, and Bedrock does not waive any privilege upon such inadvertent disclosure.

6.   Bedrock also objects to the extent that the interrogatories request information that is contrary to the parties' discovery stipulation entered into on June 8, 2009. Specifically, the parties agreed not to make privilege log entries for communications after the commencement of this litigation. Pursuant to that agreement, Bedrock will not disclose the names, dates, or any other information related concerning post-filing communication.

7.   Bedrock objects to each and every interrogatory to the extent that it seeks information that is cumulative or duplicative of information, disclosures, or discovery already provided by Bedrock.

8.   Bedrock objects to the inclusion of "Bedrock's affiliates, parents, divisions, joint ventures, assigns, predecessors and successors in interest" and "former employees, counsel,

agents, consultants, representatives, and any other person acting on behalf of the foregoing" in the definitions of "Bedrock," "you," "your," and "plaintiff" to the extent that the interrogatories using these definitions are requesting information that is not in the possession, custody, or control of Bedrock or seeking information that is protected by a doctrine, privilege, or immunity from discovery.

9.   Bedrock objects to Match.com's definitions of "reflect," "reflecting," "refers to," "relating to," "referring to," "identify," "identity," "identity," and "identity," on the grounds that they are vague, ambiguous, overly broad, and as used in the interrogatories, make the interrogatories unduly burdensome.

10.   Bedrock objects to the Definitions of "identify," and related terms and "relates to," and related terms to the extent that they purport to require Bedrock to take action or to provide information not required by, or which exceeds the scope of, the Federal Rules of Civil Procedure.

11.   Bedrock objects to the extent that the interrogatories seek information of third parties with whom Bedrock may have entered into non-disclosure or confidentiality agreements or other agreements having privacy, confidentiality, or non-disclosure provisions, which prohibit the disclosure by Bedrock of the third party's information.

12.   Bedrock objects to providing responses to each interrogatory where the requested information may be derived or ascertained from documents that have been or are being produced.

13.   Bedrock objects to each and every interrogatory to the extent that it seeks information that is properly the subject of expert testimony in advance of the Federal Rules of

Civil Procedure, the Local Rules of the Eastern District of Texas, the Court's Patent Rules and discovery orders, or the parties' discovery stipulations.

14.   Bedrock objects to the extent the interrogatories seek information that is not relevant to any claim or defense in this case, is not reasonably calculated to lead to the discovery of admissible evidence, or is otherwise not discoverable under Fed. R. Civ. P. 26(a).

15.   Bedrock notifies the Defendants that it will object to interrogatories containing multiple subparts that together exceed the total number of interrogatories that the Defendants are allowed to propound pursuant to an order of the Court or the Federal Rules of Civil Procedure. For purposes of this objection, Bedrock will count interrogatory subparts as part of one interrogatory for the purpose of numerically limiting interrogatories to the extent that such subparts are logically or factually subsumed within and necessarily related to the primary question. To the extent any subsequent question can stand alone or is independent of the first question, such subsequent question is a discrete interrogatory. Accordingly, Bedrock will count discrete or separate questions as separate interrogatories, notwithstanding they are joined by a conjunctive word and may be related. Bedrock will endeavor, however, to treat genuine subparts as subparts and will not count such genuine subparts as separate interrogatories. For purposes of this objection, a subpart inquiring on the same topic as the interrogatory therefore will not itself qualify as a separately counted interrogatory, but when the interrogatory subpart introduces a new topic that is in a distinct field of inquiry, the subpart then assumes separate interrogatory status for the purpose of counting. *See Kendall v. GES Exposition Services, Inc.*, 174 F.R.D. 684, 685 (D. Nev. 1997).

OBJECTIONS AND RESPONSES TO SPECIFIC INTERROGATORIES

INTERROGATORY NO. 1:

State all facts supporting any contention by Bedrock that it has standing to sue for infringement of the '120 Patent, including identifying all persons or entities that currently have or previously had an ownership interest in the '120 Patent from the date it was filed until now and describing in detail the nature of each person or entity's ownership interest, when it was acquired, the terms of such acquisition, and when and how that person or entity stopped having an ownership interest.

RESPONSE

In addition to the general objections, Bedrock specifically objects to this interrogatory as overly broad and unduly burdensome in seeking detailed explanations related to any and all transfers of ownership interest in the '120 patent. Bedrock also objects to this interrogatory to the extent that it seeks information not in Bedrock's possession or control. Bedrock also objects to this interrogatory as vague and ambiguous in its use of the terms "the nature," and "ownership interest."

Subject to the foregoing general and specific objections, Bedrock responds as follows. Dr. Richard Nemes was the original assignee of the '120 patent. On March 26, 2009, Dr. Nemes transferred his entire ownership interest, including the right to bring suit to enforce the '120 patent against activities which occurred before March 26, 2009 and the right to collect damages arising from any and all past, present, and future damages to Bedrock.

INTERROGATORY NO. 2:

Identify all projects or products on which Richard Nemes has worked that relate to the removal of expired data from linked lists or hash tables, including any such projects or products worked on while he was employed at Bell Communications Research, Inc. Identify the dates on which Richard Nemes worked on the projects or products, for whom he was doing the work, and the individuals with whom he worked.

RESPONSE

In addition to the general objections, Bedrock specifically objects to this interrogatory as seeking confidential third party information and information not within Bedrock's possession or control. Bedrock also objects to this interrogatory as vague and ambiguous in its use of the terms "relate to the removal of expired data from linked lists or hash tables," "worked," "projects," "products," "doing the work," and "individuals with whom he worked." Bedrock also objects to this interrogatory as overly broad and unduly burdensome in seeking information related to "all projects . . .." Bedrock also objects to this interrogatory as it assumes that every "project" and "product" on which Dr. Nemes worked was assigned a name.

Subject to the foregoing general and specific objections, Bedrock responds as follows. Dr. Richard Nemes was employed at Bell Communications Research from January 1986 until September 1989. Dr. Nemes worked on the Line Information Data Base from 1986 to 1987. The Line Information Data Base project had some relation to the removal of expired data; however, it was not related to the removal of expired data as claimed in the '120 patent. Dr. Nemes' coworkers during the time that he was assigned to the Line Information Data Base project at Bell Communications Research, Inc., included: Marilyn Fineman; Edwin Miller; Lorrie Vinciguerra; and Diane Burgess.

INTERROGATORY NO. 3:

For each claim of the '120 Patent, describe all investigations made by or on behalf of Bedrock, Richard Nemes, or David Garrod prior to the filing of the Complaint regarding whether any claim of the '120 Patent is infringed by any Match.com product or service, including identifying the persons involved in the investigations, the persons to whom reports were made, the persons involved in the approval of the filing of the Complaint, the date of the investigation, the Match.com products and services that were the subject of the investigation, the public information considered in the investigation, any other items or information considered in the investigation, when and where such information and items were obtained, the conclusions reached in the investigations, all documents referring to or describing such investigations, and the date on which Bedrock, Nemes, or Garrod first became aware that any of Match.com's accused products or services might infringe the '120 Patent.

RESPONSE

In addition to the general objections, Bedrock specifically objects to this interrogatory to the extent that it seeks the production, identification, or disclosure of information protected by the attorney-client privilege, work product doctrine, or any other applicable privilege or doctrine. Bedrock further objects that the information to the extent that it seeks the disclosure of information that is properly the subject of expert testimony; such information will be disclosed consistent with the Court's Docket Control Order and the deadline for burden expert reports.

Subject to the foregoing specific and general objections, Bedrock responds as follows. Bedrock became aware of the infringement of software based on the publicly available Linux kernel through inspection of the publicly available Linux kernel prior to filing suit. As such, Bedrock incorporates by reference its infringement contentions that it served on Match.com on

October 9, 2009. Bedrock became aware that Match.com operates software based on the publicly available Linux kernel through http://hitachi-id.com/linux-biz/internet_companies/match.html.

INTERROGATORY NO. 4:

For each claim of the '120 Patent, state all facts that form the basis of Bedrock's allegation that Match.com induces or contributes to the infringement of others, including identifying each person or entity Bedrock believes to be a direct infringer, what actions by such direct infringers Bedrock believes constitute infringement, and what actions undertaken by Match.com Bedrock believes induce or contribute to the infringing actions of such direct infringers.

RESPONSE

In addition to the general objections, Bedrock specifically objects to this interrogatory to the extent that it seeks the production, identification, or disclosure of information protected by the attorney-client privilege, work product doctrine, or any other applicable privilege or doctrine. Bedrock also objects to this interrogatory as prematurely requiring Bedrock to identify the disputed claim terms, as prematurely requiring Bedrock to interpret those disputed claim terms, and prematurely requiring Bedrock to apply the properly construed claim terms to Match.com's infringing behavior in contravention to the Court's Docket Control Order. Since the Court has not yet issued a claim construction ruling, disclosure of such information is premature. Bedrock further objects that the information that is the subject of this interrogatory is properly the subject of expert testimony and will be disclosed consistent with the Court's Docket Control Order and the deadline for burden expert reports.

INTERROGATORY NO. 5:

For each claim of the '120 Patent, state all facts that form the basis of Bedrock's allegation that Match.com makes infringing products or services, Match.com uses infringing products or services, Match.com sells infringing products or services, and Match.com offers to sell infringing products or services.

RESPONSE:

In addition to the general objections, Bedrock specifically objects to this interrogatory to the extent that it seeks the production, identification, or disclosure of information protected by the attorney-client privilege, work product doctrine, or any other applicable privilege or doctrine. Bedrock further objects that the information to the extent that it seeks the disclosure of information that is properly the subject of expert testimony; such information will be disclosed consistent with the Court's Docket Control Order and the deadline for burden expert reports.

Subject to the foregoing specific and general objections, Bedrock responds as follows. Match.com operates software based on the publicly available Linux kernel in its online business operations. *See* http://hitachi-id.com/linux-biz/internet_companies/match.html. Based on information and belief, all of Match.com's products and services are online products and online services; therefore, Match.com's ability to offer each and every one of its products and services depend on Match.com's infringement of the '120 patent as disclosed in Bedrock's infringement contentions to Match.com on October 9, 2009. As such, Bedrock incorporates by reference it infringement contentions that it served on Match.com on October 9, 2009.

INTERROGATORY NO. 6:

If Bedrock contends that it is entitled to any monetary recovery as a result of alleged infringement of the '120 Patent by Match.com, state whether it contends that it is entitled to lost profits or a reasonable royalty, and state all facts and reasons upon which it relies in support of

its contention. In the case of lost profits damages, identify each of Bedrock's products that allegedly falls within the scope of any '120 Patent claim and the total annual sales from that product's introduction to the present. In the case of reasonable royalty damages, state what Bedrock asserts to be a reasonable royalty to be paid by Match.com under 35 U.S.C. § 284, including the complete factual bases on which Bedrock bases its calculation of such royalty rate.

RESPONSE:

In addition to the general objections, Bedrock objects to this interrogatory on the grounds that it is a premature contention interrogatory. The Advisory Committee Notes accompanying Rule 33(c) of the Federal Rules of Civil Procedure recognize that contention interrogatories are often "best resolved after much or all of the other discovery has been completed." Fed. R. Civ. P. 33(c) (subdivision (b) of advisory committee note to 1970 amendment); *see also Nestle Food Corp. v. Aetna Casualty and Surety Co.*, 135 F.R.D. 101, 110-11 (D.N.J. 1990) (contention interrogatories are more appropriate after a substantial amount of discovery has been conducted); *Fischer and Porter Co. v. Tolson*, 143 F.R.D. 93, 95 (E.D. Pa. 1992); *McCarthy v. Paine Webber Group, Inc.*, 168, F.R.D. 448, 449 (D. Conn. 1996). Bedrock also specifically objects to this interrogatory as overly broad and unduly burdensome in requesting "all facts and reasons upon which it relies in support of its contention." Bedrock also objects to this interrogatory as premature to the extent that this interrogatory seeks information in advance of Bedrock's expert report on damages, which will be served pursuant to the deadlines that are set forth by the Court in its Docket Control Order, specifically the expert report deadline for Bedrock's damage report upon which Bedrock will bear the burden of proof. Bedrock also objects to this interrogatory as premature and seeking Bedrock's contentions with respect to damages in this case. Bedrock also objects to this interrogatory as premature to the extent that Match.com has not produced

information sufficient to provide the information requested in this interrogatory. Bedrock also objects to this interrogatory as premature to the extent that Bedrock has not received discovery related to several of the factors that govern enhanced damages and attorneys' fees under 35 U.S.C. § 284 and 35 U.S.C. § 285 (*e.g.*, whether Match.com had a good faith belief of non-infringement, the size and financial condition of Match.com, whether Match.com took any remedial action, and whether Match.com had a motivation to harm Bedrock) and it is premature to fully evaluate additional factors related to enhanced damages (*e.g.*, the closeness of the case, the duration of a Match.com's misconduct, and Match.com's litigation misconduct). Bedrock further objects to this interrogatory as premature because Match.com has not produced any evidence pertaining to the subjective prong of the willfulness standard.

Subject to the foregoing general and specific objections, Bedrock responds that it is entitled to damages resulting from Match.com's infringement of the patent-in-suit, together with interest and costs as fixed by the Court. Bedrock is also entitled to enhanced damages and attorney's fees under 35 U.S.C. § 284 and 35 U.S.C. § 285. As discovery is ongoing, Bedrock reserves the right to supplement its response to this interrogatory.

Date: January 22, 2010

Respectfully submitted,
McKOOL SMITH, P.C.

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**ATTORNEYS FOR PLAINTIFF
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CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing document was served on Match.com's counsel of record on January 22, 2010.

/s/ J. Austin Curry

J. Austin Curry